UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

JEFFREY KRYVICKY,	)	
	)	
Plaintiff	)	Case No. __________
	)	
v.	)	
	)	
BRUCE F. BRADLEY and	)	
SHARON B. BRADLEY,	)	
	)	
Defendants	)	

COMPLAINT
(INJUNCTIVE RELIEF REQUESTED)

Parties

1. Plaintiff is Jeffrey Kryvicky, an individual residing in the City of Naples, County of Collier, State of Florida.

2. Defendants are Bruce F. Bradley and Sharon B. Bradley, husband and wife, residing in Washington, D.C.

Jurisdiction and Venue

3. This Court has jurisdiction over this matter under Title 28, *United States Code*, § 1332, because (a) it is a civil action; (b) the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and (c) it is an action between citizens of different states.

4. Venue is proper in the District of Maine at Bangor pursuant to Rule 3(b) of the Local Rules of the United States District Court for the District of Maine because the property at issue is located in Seal Harbor, Hancock County, Maine.

Factual Allegations

6. In the fall of 2005, Plaintiff sold his home in Seal Harbor, Maine, to Defendants Bruce and Sharon Bradley.

7. After the closing, the Defendants informed Plaintiff that they had discovered problems with the windows in the residence, hold Plaintiff responsible for them, and threatened to sue Plaintiff unless Plaintiff agreed to pay for the cost to replace the windows, which Defendants estimated to be $300,000.

8. On August 12, 2006, the Defendants and their attorney and construction representative allowed Plaintiff, his attorney and a construction person to inspect the home. At that time, Plaintiff was shown only five (5) windows which were represented to be defective.

9. Plaintiff does not believe he should be held responsible for the cost of replacing any of the windows in the house.

10. On information and belief, Defendants immediately intend to disassemble all of the windows in the house and replace them at their discretion.

11. Plaintiff requested of Defendants the opportunity to have representatives present during the window disassembly and replacement process and that request was denied.

12. In anticipation of litigation, which has been threatened by Defendants against Plaintiff, Plaintiff is entitled to have representatives present during the window disassembly and replacement process to observe it, inspect the old windows and their surrounding structure and take photographs. Without that opportunity, Plaintiff will suffer irreparable harm, in that he will be at a significant disadvantage in mustering a defense if the windows are taken apart and then many or all of them are replaced and Plaintiff is sued by Defendants for damages.

13. The Defendants are summer residents of Maine. Outdoor construction in Maine is generally conducted during the good weather months. Plaintiff therefore apprehends that the window disassembly and replacement work will be undertaken in the very immediate future.

14. Plaintiff is entitled to injunctive relief, directing Defendants to provide Plaintiff with reasonable notice and an opportunity to have representatives present to document any disassembly of the windows in the subject residence and for other relief as the Court deems just.

WHEREFORE, Plaintiff requests that this Court issue a temporary restraining order, and preliminary and permanent relief, enjoining Defendants, if they intend to sue Plaintiff for damages relating to the windows, from taking apart, disassembling and replacing the windows in the Bradley residence unless they first provide Plaintiff with at least seven (7) days advance notice and afford Plaintiff the opportunity to be present and have up to two additional persons present to observe, document and photograph that process.

Dated at Bangor, Maine, this 21st day of August, 2006.

PLAINTIFF, Jeffrey Kryvicky,

BY *＿/s/ Bernard J. Kubetz＿*

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